# DRAFT CONTRACT PART II-IV FOR RFP 352246

**TITLE: Regulatory Technical Support** 

# **SECTION B: DRAFT CONTRACT**

Following is a draft of the contract contemplated as a result of this solicitation. Prospective offerors are reminded to review the draft contract to ensure they are prepared to comply. The draft contract will be updated to reflect the final agreement reached based on the proposal submitted and discussions, if any, that are held.

Buyer:	Contractor:
Central Plateau Cleanup Company P.O. Box 1464 Mail Stop A4-02 Richland, WA 99352	<< Enter Company Name >>
	<< Enter Street Address >>
Richand, WA 99332	<< Enter City, State Zip Code >>
Contract Specialist: Ginny Jacobsen	Contractor Contact: << Enter Name >>
Phone Number: 509-376-7955	Phone Number: << Enter Phone Number >>
Start Date: TBD	End Date: 9/30/2022
Contract Type: Indefinite-Delivery/Indefinite Quantity	Payment Terms: Net 30
Contract Value: Minimum \$1,000.00	
Maximum \$	
Central Plateau Cleanup Company (Buyer)	Contractor Authorized Signature
Ginny Jacobsen, Contract Specialist	,,
Printed Name, Title	Printed Name, Title
509-376-7955	
Date Signed Phone Number	Date Signed Phone Number

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# PART I – STATEMENT OF WORK

Statement of Work is a separate Attachment.

END OF PART I – STATEMENT OF WORK

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#### PART II - FINANCIAL TERMS

## 1.0 CONTRACT TYPE

This Contract is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract for the services specified in the Contract Statement of Work contemplating the release of individual Firm Fixed Price (FFP) and Labor Hour (LH), and Time & Material (T&M) contract type Task Orders.

Contractor performance of work within the general Statement of Work requirements of this Contract shall be authorized by written Task Order issued by Buyer in accordance with the Task Order ordering procedure of this Contract.

Buyer shall order and Contractor shall deliver a minimum of \$1,000.00 in services under this Contract.

Buyer may order a maximum of **\$TBD** in services under this Contract.

# 1.1 Indefinite-Delivery/Indefinite-Quantity Contract

- 1. This is an IDIQ Contract for the supplies or services specified, and effective for the period stated, in the contract. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- 2. Delivery or performance shall be made only as authorized by task orders issued in accordance with the Task Order Process below. The Contractor shall furnish to the Buyer, when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the contract as the maximum. The Buyer shall order at least the quantity of supplies or services designated in the contract as the minimum.
- 3. There is no limit on the number of task orders that may be issued. The Buyer may issue task orders requiring delivery to multiple performance locations.
- 4. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. The contract shall govern the Contractor's and Buyer's rights and obligations with respect to that order to the same extent as if the order were completed during the contract/s effective period; provided, that the Contractor shall not be required to make and deliveries under this contract after [insert date].
- 5. Only those individuals named by Buyer under Authorized Personnel are authorized to issue Task Order Releases and to make any changes to this Contract.
- 6. Firm Fixed Price Task Orders with defined deliverables or completions are the preferred pricing arrangements for Task Orders issued under this Contract. To the extent that Fixed Price arrangements are impracticable, Buyer, at its sole discretion, will have the flexibility to negotiate T&M Task Orders for work to be performed under this Contract. Thus, at any point during the term of this Contract, the Contractor may be working on Task Orders with more than one type of pricing

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# CPCco Central Plateau Cleanup Company

an Amentum, Fluor, Atkins LLC

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arrangement. All pricing arrangements, however, shall be consistent with the Labor Rate Schedule, Current Revision, for this Contract.

When Time and Material Task Order Releases are implemented, refer to <u>Special</u> Provisions – Labor Hour/Time and Materials Contracts, SP-19

# 1.2 Task Order Release Process

The following process shall apply to Task Order Releases issued by Buyer under this Agreement. Performance of work within general scope will be authorized by written direction issued in accordance with the process described herein.

- 1. Task Order Releases will, from time to time, be issued by Buyer to the Contractor designating the task to be performed and schedule of performance. Each Task Order Release shall be numbered, tracked and invoiced separately.
- 2. Buyer will request a proposal for a Task Order Release work scope from the Contractor, who shall respond with a proposal in five (5) working days, unless Buyer grants a longer time period. The Contractor will not be reimbursed for any costs associated with the development of potential Task Order Release statements of work, nor will the Contractor be reimbursed for any costs associated with the preparation of Task Order Release proposals.
- 3. The Contractor's task order proposal response shall address:
  - a. The Task Order Release work scope requirements for performing the work;
  - b. Resumes for all proposed personnel with sufficient information to show that they at least meet the minimum qualifications of the labor categories for which they are being proposed;
  - c. Detailed cost/price information (reference Paragraphs 4 and/or 5 below). The Contractor shall substantiate and provide the basis for all proposed costs (i.e., based on the rates set on the IDIQ, historical data, competition, or other appropriate industry standard).
  - d. Proposed deviations (if any) from the stated SOW requirements; and
  - e. Any other information required to determine the reasonableness of the Contractor's proposal
- 4. The Contractor's proposal for Firm-Fixed-Price (FFP) task orders, shall, in addition to the minimum requirements found in no. 3 above include:
  - a. A total firm-fixed-price utilizing the established fully burdened labor rates in the agreement and the proposed task specific number of hours for the completion of the work described in the SOW of the task order by the schedule of performance. The firm-fixed-price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, material, equipment and other direct costs. In addition, the firm-fixed-price shall include any indirect costs and profit associated with the travel, material, equipment and other direct costs.

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- b. The Contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work. The Contract shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate included in the IDIQ payment schedule.
- c. Resumes for all proposed personnel with sufficient information to show that they at least meet the minimum qualifications of the labor categories for which they are being proposed.
- d. Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel). The Contractor shall include a detailed breakdown of all Other Direct Costs (ODC) required to perform the task order work. The Contractor shall propose all travel in accordance with the IDIQ. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.
- e. Other pertinent information.
- 5. The Contractor's Task Order Proposal for Labor-Hour/Time-and-Materials (LH/TM) task orders shall, in addition to the minimum requirements found in no. 3 above, include:
  - a. A total ceiling price utilizing the established fully burdened labor rates in the IDIQ payment schedule and the proposed not-to-exceed number of hours to perform the work described in the SOW of the task order for the entire task order period of performance. The ceiling price proposed by the Contractor shall incorporate all anticipated costs including fully-burdened labor, travel, material, equipment and other direct costs. In addition, the ceiling price shall include any indirect costs and profit associated with the travel, material, equipment and other direct costs.
  - b. Direct Productive Labor Hours (DPLH), on an annual basis by the applicable labor category, and the total number of labor hours, estimated to be necessary to perform the work. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate included in the IDIQ.
  - c. Resumes for all proposed personnel with sufficient information to show that they at least meet the minimum qualifications of the labor categories for which they are being proposed.
  - d. Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel). The Contractor shall include a detailed breakdown of all Other Direct Costs (ODC) required to perform the task order work. The Contractor shall propose all travel in accordance with the IDIQ. The Contractor shall provide a breakout of all travel by number of travelers,

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number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.

- e. Other pertinent information.
- 6. Buyer will review the Contractor's Proposal and may conduct negotiations to resolve differences prior to issuing a Task Order Release. If the differences cannot be resolved, Buyer has the unilateral right to obtain the work from another source. Task Order Releases will be issued in accordance with the terms of this Agreement.
- 7. The Contractor shall not begin work on any Task Order Release or Task Order Release Modification prior to receipt of written authorization to proceed from an appropriate individual specified in the provision of this Agreement entitled, "Authorized Personnel."

# 2.0 PAYMENT SCHEDULE

In accordance with the provision of this Contract/Release, Contractor shall be reimbursed for authorized and approved work in accordance with the following:

• ATTACHMENT X – IDIQ LABOR RATE SCHEDULE -To Be Determined

#### 3.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS

Buyer reserves the right to request a complete pricing breakdown, including certified or uncertified cost or pricing data as applicable, for any change orders or modifications that have an impact to the established Contract pricing.

## 4.0 ESTIMATED BILLING

It is mandatory for continued acceptable performance that the Contractor provide monthly, to Buyer's Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the Contract through the current fiscal month closing (closing dates specified on the form). This information shall be provided in writing by email (preferred) or mail by the 15<sup>th</sup> of each month. This data shall be provided for each contract or task order release until all payments are received and each contract or task order release is complete.

Mailing Address: Email: CPCCA@rl.gov

Attn: Accruals

Central Plateau Cleanup Company

PO Box 1464 MSIN A4-03

Richland, WA 99352

The Monthly Contract-to-Date Cost Estimate Form is available for downloading at <a href="https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs">https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs</a>. A copy is also available from Buyer on request, or directly from the Contract Specialist.

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#### 5.0 INVOICING INSTRUCTIONS

## **5.1** Contractor Invoices

Invoices submitted to Buyer shall be submitted as follows. Failure to submit a proper and accurate invoice may result in reduction in payment, rejection or delay of the invoice until the required documentation is provided. Address invoicing requirement questions to the Contract Specialist.

# **General Requirements**

- 1. Each Contract, Task Order Release and Purchase Order shall be invoiced separately and in a timely manner with respect to the invoiced products or services.
- 2. The invoice shall clearly & legibly identify the
  - a. Contractor's Name
  - b. Unique Invoice Number
  - c. Contract, Task Order Release and/or Purchase Order Number
  - d. Itemized description of the supplies or service provided
  - e. Amount being billed
  - f. the name and telephone number of a Contractor representative available to respond to questions about the invoice
- 3. Remittance will only be made to the remittance address on file for the Contractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
- 4. An <u>Authorization for Electronic Funds Transfer (EFT) of Invoice Payments</u> shall be on file with Buyer before EFT payments can be made.
- 5. Invoices will be paid according to the terms and conditions of the Contract *unless* substantiated evidence is obtained claiming Contractor is delinquent in payment to its subcontractors. All future payments may be reduced or suspended by the Contract Specialist until validation is received from the Contractor verifying its subcontractor payments are current.

#### **Contracts for Services**

- 1. Unless otherwise authorized in the Contract, service contracts shall not be invoiced more than once per calendar month.
- 2. The total amount due for the billing period shall be clearly identified on all invoices (this amount shall be set apart from any cumulative amounts or subtotals).
- 3. Invoiced amounts, rates, other direct charges or travel shall be specifically defined in the Contract based on the Contract type to be allowable for reimbursement.

#### **Submittal**

1. Invoices and supporting documentation may be submitted electronically in a format acceptable to Buyer (preferred).

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- 2. Submit invoices electronically via e-mail to both Buyer's Accounts Payable at the following e-mail address: <a href="mailto:CPCCAP@rl.gov">CPCCAP@rl.gov</a> and (in the same email) to the Contract Specialist.
  - a. The Contractor's name, invoice number, and the Contract and Task Order Release number(s) shall be in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Contractor Name, Invoice XXXXX, Contract RFP 352246.
- 3. Submit hard copy invoices including supporting documentation to Buyer's Accounts Payable organization at the address below.

Attn: Accounts Payable Central Plateau Cleanup Company P.O. Box 1464 Mail Stop A4-03 Richland, WA 99352

# 6.0 FINAL RELEASE AND CLOSEOUT

Contractor, after completion of work and receipt of final payment under this Contract, shall promptly execute and deliver a <u>final release</u> discharging the Buyer, the Government and their officers, agents, and employees of and from all liabilities, obligations and claims arising out of this Contract.

# 7.0 SPECIAL INSTRUCTIONS

There are no special instructions.

#### END OF PART II – FINANCIAL TERMS

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# PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS

## 1.0 ATTACHMENTS INCORPORATED

The terms, provisions, forms, specifications, documents and attachments listed herein are hereby incorporated into and made a part of this Contract. Contractor is responsible for downloading or obtaining a copy from the Contract Specialist and complying with the applicable documents. Where available, hyperlinks are provided for downloading the referenced document.

## 2.0 ACCEPTANCE OF PROVISIONS, TERMS AND CONDITIONS

Contractor, by signing this Contract, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the Contract provisions, terms, forms, attachments, specifications and other documents that this Contract incorporates by reference or attachment. Buyer hereby objects to any provisions inserted into this Contract that are different from or in addition to those set forth by Buyer in the Contract.

## 3.0 CONTRACT PROVISIONS

Unless specifically replaced or revised in the body of this Contract, the clauses and referenced laws, rules and regulations in the General and Special Provisions applicable for this type of contract shall have the same force and effect as if written into the body of the Contract.

Contractor is responsible for downloading, reading and complying with the applicable provision revision identified below. Provisions are posted for downloading at <a href="https://cpcco.hanford.gov/page.cfm/ContractProvisions">https://cpcco.hanford.gov/page.cfm/ContractProvisions</a>. A copy is also available from Buyer on request.

# 3.1 General Provisions

Revision 0 dated January 25, 2021

# 3.2 Special Provisions. SP-5 - On Site Services

Revision 1 dated March 16, 2021

# 3.3 Special Provisions, SP-16 - Representations and Certifications

Revision 0 dated January 25, 2021

Representations and Certifications made by the Contractor as part of the proposal and award process are hereby incorporated by reference into this Contract unless specifically excluded and agreed by Buyer in the Contract. Contractor agrees to update and resubmit a revised SP-16 if any change occurs that would nullify, change or otherwise affect said Representations and Certifications.

# 3.4 Special Provisions, SP-19 - Labor Hours (LH)/Time and Materials (T&M) Contracts

Revision 1 dated April 20, 2021

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# END OF PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS

#### PART IV - SPECIAL TERMS

## 1.0 ADMINISTRATION

## 1.1 Term of Contract

The term of this Contract shall commence on TBD and shall end on 9/30/2022 unless extended by the parties or unless terminated by other provisions of this Contract.

Option 1: October 1, 2022 and end on September 30, 2023 Option 2: October 1, 2023 and end on September 30, 2024

# 1.2 Option to Extend the Term of the Contract

This Contract includes the option(s) to extend the term identified herein. The total period of performance of the Contract includes the base period plus the optional period(s) that may be exercised by Buyer. Byer will exercise the option(s) by providing thirty (30) day written notice to the Contractor prior to expiration of the Contractor's current period of performance.

# 1.3 Options

The Contract Specialist retains the sole right to exercise the option(s) included in this Contract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of Buyer to exercise any or all of the option(s) nor extend the Contract beyond the end date specified by the Contract or most current Contract amendment. Buyer may exercise one or more options by providing written notice to the Contractor prior to the most current Contract end date. Lacking written notice by Buyer, the option(s) will expire with the Contract.

# 1.4 Contract Correspondence

# **Buyer's Mailing Address:**

Attn: Ginny Jacobsen Central Plateau Cleanup Company PO Box 1464 Mail Stop A4-02 Richland, WA 99352

## **Buyer's Street Address:**

Attn: Ginny Jacobsen Central Plateau Cleanup Company 825 Jadwin Ave Room 374 Richland, WA 99352

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#### 1.5 Abnormal or Unusual Situations

In the event that there is an abnormal or unusual situation associated with this Contract work scope, the Contractor is to immediately contact the designated Contract Specialist or designated Buyer's Technical Representative (BTR). If the Contractor is unable to contact either the Contract Specialist or the BTR, the Contractor is to contact the Buyer Occurrence Notification Center at (509) 376-2900, which is available 24 hours a day, seven days a week, and provide them with: Contract Number, Contract Specialist's name, BTR's name and a short summary of the abnormal or unusual situation. If after making contact with Buyer, the Contractor is advised to suspend activities, the Contractor is not to proceed until such direction to proceed has been expressly issued by the Contract Specialist. If there is an emergency situation, the Contactor is to make the appropriate immediate emergency call to 911 or 373-0911 for cell phones and then make the notifications to Buyer as set forth herein.

# 1.6 Authorized Personnel

Only the following named Contract individuals are authorized to make changes to this document:

Contract Specialist, Ginny Jacobsen

Manager, Vickie Clem

# 1.7 Contractor – Buyer Interface

Buyer and the Contractor will interface only through Buyer's Contract Specialist for clarifications and questions.

#### 1.8 Other Interfaces

Additional Buyer contacts will be identified at the kickoff meeting.

# 1.9 Designation of Technical Representative

The designated Buyer's Technical Representative (BTR) for this contract is:

#### To be determined

The BTR is responsible for monitoring and providing technical guidance for this Contract and shall be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate oversight of Contractor's personnel while on site and the interface between Contractor and other Buyer organizations supporting Contract performance.

Authority of the BTR and supporting organizations is limited to providing technical direction within the scope and provisions of this Contract. The BTR may not direct work or authorize any change outside of the written Contract and Contract provisions.

The BTR does not possess any explicit, apparent or implied authority to modify the Contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract, Contractor shall promptly notify the Contract

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Specialist in writing. No action outside the scope of the Contract shall be taken until the Contract Specialist makes a determination and/or modifies the Contract.

In no event, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon Buyer unless formalized by proper Contract documents executed by the Contract Specialist.

# 1.10 Former Buyer Team Employees

The Contractor is required to identify to Buyer as part of the proposal or in advance of performance when any former employee of the Buyer Team, who left the Team within 12 months of the new award, is proposed to support this contract or release under the Contract or Task Order Release. Buyer reserves the right to not contract for the individual(s).

## 1.11 Contractor Submittals

The Contractor submittals identified herein on the Submittal Register shall be submitted by the Contractor using the Contractor Document Submittal Form (CDSF.) Instructions for completion of the CDSF are included with the form. The quantity, frequency and type of submittal shall agree with the requirements set forth on the Submittal Register. A Submittal Number, entered on the CDSF by the Contractor in accordance with the submittal register, shall be used to identify each submittal. Engineering controlled Vendor Information (VI) content shall be identified on the CDSF when indicated on the Submittal Register. CDSF forms may be copied for submittals with different submittal dates. When any submission is returned to the Contractor with a request for resubmission (i.e., marked as: "B" and "Resubmit – Yes"; or "C" Revise and Resubmit) the Contractor shall resubmit all corrected documents within the time specified on the resubmission notice or if no time is specified therein within ten (10) working days from the disposition date. New submittals shall require the Contractor to contact Buyer if additional Submittal Numbers are required.

Changes to a Contractor's deliverables, that have not been accepted by Buyer as complete shall be re-submitted using the CDSF form and in accordance with a Contractor's Buyer-approved Quality Assurance and/or Engineering Program.

## 1.12 Contract Change Request

The Contractor shall submit formal requests for changes to the scope, schedule or cost of this contract using the <u>Contract Change Identification Form</u>. The appropriate portions of the Change Form shall be completed by the Contractor. A red-line mark up of the Statement of Work or Specification showing where the proposed changes fit within the scope shall be attached, if applicable. Change Form numbering shall be left blank and assigned by Buyer upon receipt. Buyer will complete an evaluation, provide a disposition and determine additional actions required, as appropriate. The purpose of the form is to facilitate formal communications.

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# 1.13 Work Schedules and Holiday

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. Buyer and some other organizations are working a 4x10 schedule and others observe alternate Friday closures.

Accordingly, Contractor is responsible to understand and plan to support the work schedule required for this specific Contract and/or work location. BEFORE scheduling work on site and/or deliveries, the Contractor shall make specific schedule arrangements with Buyer, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, etc.

Buyer will not be liable for the cost of any delays, demurrage, layover, extra travel days, etc. which result from Contractor's failure to plan for and obtain specific schedule concurrence in advance.

# 1.14 Foreign National Notification and Approval

The Contractor, regardless of work location, shall obtain Buyer's approval prior to providing any Foreign National (non-U.S. citizen) access to any Department of Energy (DOE)/Buyer sites, programs, information and technologies under this Contract. Prior approval is also required for Contractor-hosted meetings where Foreign National(s) will be present or any Contractor travel outside the United States to perform work under this Contract. Foreign National requests will be processed in accordance with <a href="DOE Order 142.3">DOE Order 142.3</a> (current version), Unclassified Foreign National Access Program, and applicable Hanford Site procedures.

# 1.15 Service Contract Act of 1965

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in <u>FAR 22.10</u>. In accordance with the SCA, the contractor shall pay service employees, employed in the performance of this Contract, no less than the minimum wage and furnish fringe benefits specified by the SCA or applicable Wage Determination.

The Service Contract Act Wage Determination specifically for this Contract are <u>posted</u> here.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor website.

# 2.0 **DEFINITIONS**

There are no special definitions applicable to this Contract.

#### 3.0 ASSUMPTIONS

There are no special assumptions applicable to this Contract.

END OF PART IV - SPECIAL TERMS

**END OF CONTRACT** 

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